

**AGREEMENT GOVERNING THE PROVISION OF
FIRE SERVICES
BY
THE CITY OF LAWRENCE, KANSAS
TO
GRANT TOWNSHIP IN DOUGLAS COUNTY, KANSAS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the City of Lawrence, Kansas (hereinafter the "City") and Grant Township in Douglas County, Kansas (hereinafter "Grant Township").

RECITALS

Whereas, K.S.A. 12-2908 authorizes the City and Grant Township to contract to perform any governmental service, activity or undertaking which each municipality is authorized by law to perform, including fire protection services; and

Whereas, on the 10th day of September, 1979, the Governing Body of the City of Lawrence, Kansas, adopted Ordinance No. 5087, whereby the City agreed to furnish firefighting service to Grant Township subject to certain terms; and

Whereas, on the 26th day of July, 1983, the City adopted Ordinance No. 5471, updating the original agreement between the City and Grant Township because the terms of said original agreement were not sufficient to reimburse the City's expenses in providing the service to Grant Township; and

Whereas, the City and Grant Township entered into an Agreement dated August 10, 2004, wherein the City agreed to provide fire protection service to Grant Township through December 31, 2009 for an agreed upon sum; and

Whereas, the parties desire to alter the terms of the August 10, 2004 Agreement; and

Whereas, the City has terminated the 2004 Agreement effective January 1, 2010; and

Whereas, the City and Grant Township desire to enter into an agreement whereby the City will continue to provide firefighting service to Grant Township for a six (6) year period (2010 through 2015) in exchange for the payment of a sum that adequately reimburses the City for the City's costs of providing the service; and

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the City of Lawrence, Kansas hereby contracts and agrees with the Township of Grant of Douglas County, Kansas, to furnish firefighting service to such Township subject to the following terms:

1. The term of this Agreement shall be six (6) years, commencing on January 1, 2010 and terminating on December 31, 2015.

2. Grant Township shall pay to the City of Lawrence the sums set forth below on or before the dates set forth below for the fire protection service furnished to Grant Township:

Year	Total Paid for Year	Partial payment due by March 1	Partial payment due by October 1
2009*	\$75,000		
2010	\$105,000	52,500	52,500
2011	\$110,000	55,000	55,000
2012	\$115,000	57,500	57,500
2013	\$120,000	60,000	60,000
2014	\$125,000	62,500	62,500
2015	\$130,000	65,000	65,000

* Present agreement ending December 31, 2009.

3. The City and the Township agree that the provisions of Section 2 of this agreement may be re-negotiated, at the discretion of either party, if the assessed valuation of Grant Township is reduced ten percent (10%) or greater from the amount of the assessed valuation as of January 1, 2010 at any time during the life of the agreement. It is the intent of this provision to avoid a large increase in the property tax mill levy of Grant Township if the assessed valuation of the Township is significantly reduced because of significant reductions in the market value of property, City of Lawrence annexation, or natural or man-made calamity causing the destruction of property, etc.

4. The Chief of the Lawrence-Douglas County Fire Medical Department, or his or her designee, shall have the right in every case to determine appropriate assignment of any portion of the department's equipment and personnel to an emergency in, or call to, Grant Township.

5. It is understood between the parties that this Agreement may be terminated by either party effective January 1 of any year upon written notice to the other party prior to July 1st of the preceding year, or by mutual agreement at any time.

6. The parties agree that an automatic review of the terms of this Agreement will commence on or about January 1, 2014, or as soon thereafter as practicable.

7. The City shall at all times save and hold harmless Grant Township from all liability, costs, damages, and expenses of any kind, for the payment of which Grant Township may become liable to any person, firm, or corporation by reason of any claim or damages to the extent caused by the failure of the City or its employees to exercise due care and diligence in providing the firefighting service. Grant Township shall at all times save and hold harmless the City from all liability, costs, damages, and expenses of any kind, for the payment of which the City may become liable to any person, firm, or corporation by reason of any claim or damages to the extent caused by any wrongful act or omission on the part of Grant Township, its employees and officials.

8. This Agreement supersedes the December 21, 2004 Agreement between the City and Grant Township and all prior discussion and negotiations. This Agreement may only be amended in writing signed by the parties.

9. The parties shall not assign this Agreement without the other party's prior written consent.

10. This Agreement is made subject to any and all state statutes now in effect, or which may hereafter take effect, which relate to and affect the subject matter of this Agreement during the time the same is in effect.

11. If any term of this Agreement is found to be void or invalid, such validity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set out.

THE CITY OF LAWRENCE, KANSAS

Robert Chestnut, Mayor

STATE OF KANSAS)
DOUGLAS COUNTY)

BE IT REMEMBERED, that on this ____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert Chestnut, Mayor of Lawrence, Kansas, who is personally known to me to be the same person who executed the above Agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last mentioned.

Notary Public

My appointment expires:

GRANT TOWNSHIP

Richard Bireta
Richard Bireta, Trustee

STATE OF KANSAS)
DOUGLAS COUNTY)

BE IT REMEMBERED, that on this 10th day of August, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Richard Bireta, who is personally known to me to be the same person who executed the above Agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last mentioned.

Katherine Caughey
Notary Public

My appointment expires:

